

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
PIKE COUNTY BOARD OF EDUCATION**

This CONTRACT OF EMPLOYMENT, is made and entered into this 11th day of June, 2013, by and between the BOARD OF EDUCATION OF PIKE COUNTY (hereafter the "BOARD"), a corporate body politic created by the laws of the Commonwealth of Kentucky, pursuant to KRS 160.160, whose principal place of business is located at 316 South Mayo Trail, Pikeville, Kentucky 41501 and DAVID LESTER of 128 Honeysuckle Drive, Pikeville, Kentucky 41501 (hereafter "SUPERINTENDENT"). Said CONTRACT has been authorized by action of the Board at a lawful meeting held on the 11th day of June, 2013 and as found in the minutes of that meeting.

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of August 2013 and ending the 30th day of June 2017. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. DUTIES

The Superintendent shall devote his normal business hours to the discharge of his duties as set out by the laws of this nation and this commonwealth, the rules and regulations of the state and local Boards of education, and that failure to do so will invalidate this contract, except that he may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. OUTSIDE ACTIVITIES

The Superintendent shall devote his or her normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he might decide in light of the Superintendent's responsibilities as Superintendent, in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;
- B. seminars and courses offered by public or private educational institutions; and,
- C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the Board.

4. COMPENSATION

The Superintendent shall receive an initial base salary of \$ 125,000. In addition, the Superintendent shall receive an increase in his current total salary equal in percentage to that received by all other certified employees on each and every July 1 for each and every year he is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his contract shall not be deemed either a new contract nor that the termination date of his contract, or any extension thereof, has been extended.

Additional Terms

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise. In any event, the Superintendent's then current salary may not be decreased. This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

That the Board of Education will adopt an evaluation format to be utilized in the annual evaluation of the Superintendent. The format will address ten (10) performance standards for the Board's evaluation. The composite score for each of the ten (10) categories shall range from zero (0) to four (4). And thus the cumulative composite score will range from zero (0) to forty (40).

Waiver of the Superintendent's Presence: Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his tenure, salary and/or administration of office.

5. OTHER BENEFITS

- A.** The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.
- B. Professional Associations:** The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his or her professional skills, as permitted by state law and as first approved by the Board.
- C. Board Attorney:** The Superintendent has the authority to utilize, employ and direct the services of Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.
- D. Working Days:** It is understood and agreed that each school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 240 working days. If the SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the SUPERINTENDENT shall be noted in the minutes of the next regularly scheduled BOARD meeting after said days are taken.
- E. Vacation:** The SUPERINTENDENT shall be entitled to twenty (20) days of paid vacation each school year. Upon BOARD approval, the SUPERINTENDENT may be paid for unpaid vacation days at the end of each fiscal year, but the intention of the SUPERINTENDENT to not use the allotted vacation days or any portion thereof must be reported to the Board no later than October 31 of each fiscal year. If the Board does not approve the payment of non-used vacation days then the SUPERINTENDENT must use the unused vacation days or forfeit them.
- F. Health Insurance:** It is acknowledged that the SUPERINTENDENT shall participate in the State health insurance plan on the same basis as any certified employee of the Pike County Schools.

8330 8/20/mas 8/1/2013

✓ **G. Life Insurance:** The SUPERINTENDENT shall be provided term life insurance in an amount equal to his annual salary during his term of employment, provided that the SUPERINTENDENT qualifies for obtaining the insurance.

KASA=866
KASS=2000

H. Expenses: The BOARD shall pay or reimburse the SUPERINTENDENT for the reasonable expenses approved by the BOARD, and incurred by the SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD, and according to Board Policy 3.125. This shall include, but not be limited to, conferences sponsored by the Kentucky Association of School Superintendents, Kentucky Association of School Administrators, American Association of School Administrators and the National School Board Association.

I. Professional and Civic Dues: The BOARD recognizes the mutual benefits derived by the SUPERINTENDENT and the BOARD of the SUPERINTENDENT'S membership in certain professional and civic organizations. The BOARD therefore agrees to pay dues upon receipt of statements for said dues for the Kentucky Association of School Superintendents (KASS), Kentucky Association of School Administrators (KASA), American Association of School Administrators (AASA), and the Pike County Chamber of Commerce, or any other professional organizations to which the SUPERINTENDENT considers his membership beneficial to his duties as SUPERINTENDENT of this school district.

J. The Superintendent shall be provided ten (10) annual leave days per fiscal year to be used at the discretion of the Superintendent. The Superintendent at the end of each fiscal year, shall be paid for any unused annual leave days at the per diem rate of his annual salary.

6. NOTICE:

Any notice or communication permitted or required under this AGREEMENT shall be in writing, and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to BOARD, address to:

Chairman, Board of Education
Pike County Schools
316 South Mayo Trail
Pikeville, Kentucky 41501

If to SUPERINTENDENT, address to:

Superintendent
Pike County Schools
316 South Mayo Trail
Pikeville, Kentucky 41501

7. **TERMINATION OF EMPLOYMENT AGREEMENT:**

This AGREEMENT may be terminated in accordance with BOARD policy, and as follows:

- a. By expiration of its term;
- b. By mutual agreement of the parties; and,
- c. Discharge for cause.

8. **BOARD POLICY**

The SUPERINTENDENT'S duties and obligations are governed by BOARD Policy, unless otherwise specifically modified herein above.

All benefits of the SUPERINTENDENT are specifically spelled out in this AGREEMENT, and specifically pre-empt and override any general policy which might be in existence for other employees.

9. **SAVINGS CLAUSE**

If during the term of this AGREEMENT, it is found that a specific clause of the AGREEMENT is illegal under federal or state law, the remainder of the AGREEMENT not affected by such a ruling shall remain in force.

10. **MISCELLANEOUS:**

This AGREEMENT has been executed in Kentucky, and shall be governed in accordance with the laws of the Commonwealth of Kentucky in every respect.

Paragraph headings have been inserted for convenience or reference only, and if there shall be any conflict between any such headings and the text of this AGREEMENT, the text shall control.

This AGREEMENT shall be executed in duplicate originals.

This AGREEMENT contains all of the terms agreed upon by the parties with respect to the subject matter of this AGREEMENT, and supersedes all prior Agreement, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

IN TESTIMONY WHEREOF, the BOARD and SUPERINTENDENT have caused this AGREEMENT to be executed in their respective names, and in the case of the BOARD, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION OF PIKE COUNTY

BY: Frank D. Ratliff
CHAIRPERSON

ATTEST:

Terese Rypma
SECRETARY

David Lester
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY

COUNTY OF PIKE

Subscribed and sworn to before me by FRANK RATLIFF, CHAIRPERSON,
PIKE COUNTY BOARD OF EDUCATION, and DAVID LESTER, on this 14th day of
June, 2013.

My Commission Expires: March 7, 2013

Sharon McCune
NOTARY PUBLIC